

NORFOLK SUPERIOR COURT

Case Summary

Civil Docket

FILED
IN CLERK'S OFFICE

NOCV2003-01621

2003 DEC 10 A 11: 03

Pillow v Sonepar Distribution New England Inc et al

File Date	08/29/2003	Status	Disposed: transfered to other court (trans)
Status Date	12/05/2003	Session	B - Civil B
Origin	1	Case Type	B22 - Employment Discrimination
Lead Case		Track	F

Service	11/27/2003	Answer	01/26/2004	Rule 12/19/20	01/26/2004
Rule 15	01/26/2004	Discovery	06/24/2004	Rule 56	07/24/2004
Final PTC	08/23/2004	Disposition	10/22/2004	Jury Trial	Yes

PARTIES

Plaintiff

Robert A. Pillow
Active 08/29/2003

Private Counsel 634218

Daniel S O'Connor
Shaevel & Krems
141 Tremont Street
Boston, MA 02111
Phone: 617-556-0244
Fax: 617-556-0284
Active 08/29/2003 Notify

Defendant

Sonepar Distribution New England Inc
Served: 11/26/2003
Served (answr pending) 11/26/2003

Private Counsel 547944

Jennifer Catlin Tucker
Sullivan Weinstein & McQuay
2 Park Plaza
Suite 610
Boston, MA 02116
Phone: 617-348-4300
Fax: 617-348-4343
Active 12/02/2003 Notify

Defendant

Carl Brand
Served: 11/24/2003
Served (answr pending) 11/24/2003

*** See Attorney Information Above ***

Defendant

Mark Peterson
Served: 11/24/2003
Served (answr pending) 11/24/2003

*** See Attorney Information Above ***

ENTRIES

Date	Paper	Text
08/29/2003	1.0	Complaint entry fee \$275 plff jury claim
08/29/2003		Origin 1, Type B22, Track F.

NORFOLK SUPERIOR COURT

Case Summary

Civil Docket

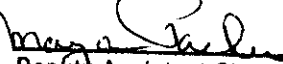
NOCV2003-01621

Pillow v Sonepar Distribution New England Inc et al

Date	Paper	Text
08/29/2003	2.0	Civil action cover sheet filed
08/29/2003		fast track notice sent to plff attorney
09/05/2003		ONE TRIAL review by Clerk, Case is to remain in the Superior Court
11/26/2003	3.0	SERVICE RETURNED: Carl Brand(Defendant), L&U on 11/24/03
11/26/2003	4.0	SERVICE RETURNED: Mark Peterson(Defendant), in hand on 11/24/03
11/28/2003	5.0	SERVICE RETURNED: Sonepar Distribution New England Inc(Defendant) in hand to Janet Cormier, clerk & Agent person inchg. s/o 11/26/03)
12/02/2003		Pleading, Notice of Removal, returned to Jennifer Catlin Tucker, Esq.: This document must have the docket number from US District Court stamped on it
12/05/2003	6.0	Case REMOVED this date to US District Court of Massachusetts

EVENTS

A TRUE COPY

Attest: 
Deputy Assistant Clerk

12/5/03

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT DEPARTMENT
Docket No.:

03 01621

Robert A. Pillow,
Plaintiff

v.

Sonepar Distribution New England, Inc.

And

Carl Brand, in his individual capacity,

And

Mark Peterson, in his individual capacity,
Defendants

Complaint

RECEIVED & FILED
CLERK OF SUPERIOR COURT
NORFOLK COUNTY
8/29/03

I. Preliminary Statement

1. This is an action for damages and injunctive relief arising out of the termination of Robert A. Pillow
2. This complaint contains the following claims: Count I – G.L. c. 151B – Age Discrimination; Count II – G.L. c. 151B – aiding and abetting by Peterson; Count III – Tortious interference with contractual relations by Peterson personally; Count IV - G.L. c. 151B – aiding and abetting by Brand; Count V – Tortious interference with contractual relations by Brand personally; Count VI – ADEA – Age Discrimination; and Count VII – Reliance.

II. Jurisdiction and Venue

3. This court has jurisdiction of the counts alleging unlawful discrimination under G.L. c. 151B in accordance with G.L. Chapter 151B, § 9.
4. The plaintiff timely filed a complaint at the Massachusetts Commission Against Discrimination and Equal Employment Opportunity Commission and more than 90 days have elapsed since the filing.

5. This court has jurisdiction of the counts sounding in tort pursuant to G.L. c. 212, § 4.
6. The action complained of herein occurred in Norfolk County and venue is properly laid in Norfolk County.

III. Parties

7. The plaintiff, Robert A. Pillow, resides at 204 Birch Bark Drive, Hanson, MA 02341.
8. The defendant, Sonepar Distribution New England, Inc. (formerly known as Sonepar Distribution US, Inc.) is a foreign corporation operating within Massachusetts. (hereafter referred to as Sonepar).
9. Eagle Electric Supply Co is a division of Sonepar.
10. Eagle Electric Supply Co is located at 135 Will Drive, Canton MA 02021 in Norfolk County.
11. Sonepar, at the relevant time, had 20 or more employees
12. The defendant, Mark Peterson was, at the relevant time, the President of Sonepar.
13. The defendant Carl Brand was, at the relevant time, the Vice President of Sales of Sonepar.

Count I – G.L. c. 151B – Age Discrimination

14. Pillow was born on September 14, 1940.
15. Pillow worked for Eagle Electric Supply Co. (“Eagle Electric”) from 1966 until 1978.
16. Pillow returned to work for Eagle Electric in 1985 and I worked there continuously from that time until his termination on September 8, 2000.
17. Eagle Electric was bought by Sonepar Distribution US, Inc., in or about September of 1999.
18. Pillow worked as a salesman for Eagle Electric/Sonepar.
19. Pillow was a very effective salesman.

20. In his last full year at Eagle Electric/Sonepar Pillow's accounts increased approximately 18% in gross sales over the prior year.
21. Pillow was never reprimanded or disciplined while working at Eagle Electric/Sonepar.
22. The only reason given to Pillow for his termination was that he did not have sufficient technical knowledge to service the Original Equipment Manufacturing (OEM) customers.
23. Pillow had as much, or more, technical knowledge than the other salesmen and, in particular, Pillow had more technical knowledge regarding OEM products than the younger employees who were retained when he was fired.
24. Sonepar terminated Pillow on account of his age.
25. As a result thereof, Pillow suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities and other losses including emotional distress and mental suffering.

**Count II – G.L. c. 151B – Peterson aided and abetted
Sonepar in its unlawful conduct**

26. The allegations of Count I paragraphs one through twenty-five are incorporated herein by reference.
27. Mark Peterson at one point asked Pillow when he would retire.
28. Peterson aided and abetted Sonepar in its unlawful conduct.
29. Peterson's conduct was outrageous and grounds for condemnation and deterrence.
30. As a result of Peterson's conduct, Pillow suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities and other losses including emotional distress and mental suffering.

Count III – Tortious interference with contractual relations by Peterson personally

31. The allegations of paragraphs one through thirty are incorporated herein by reference.
32. Pillow had an at will employment contract with Eagle Electric/Sonepar.

- 33. Peterson interfered with that contract by terminating Pillow for unjustified reasons.
- 34. As a direct and proximate result of Peterson's interference, Pillow suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities and other losses including emotional distress and mental suffering.

**Count IV – G.L. c. 151B – Brand aided and abetted
Sonepar in its unlawful conduct**

- 35. The allegations of paragraphs one through thirty-five are incorporated herein by reference.
- 36. Peterson hired Brand as Vice President of Sales and Brand officially started as V.P. of Sales for Eagle Electric on July 30, 2000.
- 37. There was minimal interaction between Brand and Pillow for the five weeks that they worked together.
- 38. In terms of personal contact, there was only a single 10-15 minute one-on-one meeting between Brand and Pillow before Pillow's discharge on September 8, 2000.
- 39. Brand never went on a sales call with Pillow.
- 40. Sometime in August 2000, Peterson and Brand met with Carl Svendsen, the Vice President of Engineering, and asked him to assess the account manager's technical skills.
- 41. Svendsen responded to the request in that meeting and gave his perception of the technical skills of the account managers.
- 42. Svendsen made the assessment without speaking to any of the sales engineers; without speaking to any of the customers of the company; without speaking to the account managers themselves and without reviewing any documentation.
- 43. Svendsen gave his opinion on the technical skills of the account managers after considering the question for 10-15 minutes.
- 44. Brand allegedly spoke with John McWeeney about the technical skills of the account managers.

- 45. At the time, McWeeney did not work for Sonepar.
- 46. Brand based his decision to recommend the dismissal of Pillow on the conversations with Svendsen and McWeeney.
- 47. Brand performed a sham investigation into Pillow to create a pretext for the termination.
- 48. Brand aided and abetted Sonepar in its unlawful conduct.
- 49. Brand's conduct was outrageous and grounds for condemnation and deterrence.
- 50. As a result of Peterson's conduct, Pillow suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities and other losses including emotional distress and mental suffering.

Count V – Tortious interference with contractual relations by Brand personally

- 51. The allegations of paragraphs one through fifty-one are incorporated herein by reference.
- 52. Pillow had an at will employment contract with Sonepar.
- 53. Brand interfered with that contract by performing a sham investigation into Pillow and recommending that Pillow be terminated based upon the results of the investigation.
- 54. As a direct and proximate result of Brand's interference, Pillow suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities and other losses including emotional distress and mental suffering.

Count VI – ADEA – Age Discrimination

- 55. The allegations of paragraphs one through fifty-five are incorporated herein by reference.
- 56. Sonepar terminated Pillow because of his age in violation of the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. Sections 621 et seq.
- 57. The discriminatory conduct was willful.

58. As a result thereof, Pillow suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities and other losses including emotional distress and mental suffering.

Count VII – Reliance

59. The allegations of paragraphs one through fifty-eight are incorporated herein by reference.
60. In November or 1999, Peterson told Pillow to lease a car in his name.
61. When Mr. Pillow expressed concern about taking responsibility for the lease, Peterson said to him, “don’t worry about it, you’re not going anywhere,” and he convinced Pillow to lease the car.
62. Pillow leased a car and was obliged to pay lease payments in the amount of \$487.00 per month for the term of the lease.
63. When making the decision to lease the car, Mr. Pillow relied to his detriment upon the representation of Sonepar that he (Mr. Pillow) would remain with the company and the company would pay the lease.
64. Pillow has a claim for detrimental reliance against Sonepar.

WHEREFORE, the plaintiff demands judgment of the defendant for damages, costs and interest.

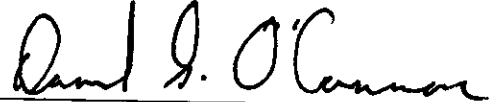
Specifically, Pillow demands that:

- A. He is reinstated to his former position.
- B. He is awarded back pay, front pay, damages for reduction in pension, and other compensatory damages with interest thereon.
- C. He is awarded emotional distress damages.
- D. He is awarded punitive damages.
- E. He is awarded attorneys fees.
- F. Sonepar reimburse Pillow for the car lease payments he assumed after relying on Peterson’s representations that Pillow would remain with Sonepar.

- G. The plaintiff requests that the court grant such other relief as appears just and proper.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF ALL CLAIMS SO TRIABLE.

Respectfully submitted,
Robert A. Pillow,
By his attorneys,




Daniel S. O'Connor
BBO # 634218



William H. Shaevel
BBO # 452840
Shaevel & Krems
141 Tremont Street
Boston, MA 02111
(617) 556-0244

Dated: August 27, 2003

A TRUE COPY

Attest: 
Deputy Assistant Clerk
12/5/03

**CIVIL ACTION
COVER SHEET**

DOCKET NO.(S)

03 01621**Trial Court of Massachusetts
Superior Court Department
County:**

PLAINTIFF(S)

Robert A. Pillow

DEFENDANT(S)

Sonepar Distribution New England, Inc.
Carl Brand

Mark Peterson

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE

William H. Shaevel and Daniel S. O'Connor
Shaevel & Krems
141 Tremont St., Boston, MA 02111

Board of Bar Overseers number: 452840 and 634218

ATTORNEY (if known)

James Buccia
Spector, Gadon & Rosen, P.C.
Seven Penn Center

Philadelphia, PA 19103

Origin code and track designation

Place an x in one box only:

- ☒ 1. F01 Original Complaint
- ☐ 2. F02 Removal to Sup.Ct. C.231,s.104
(Before trial) (F)
- ☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- ☐ 4. F04 District Court Appeal c.231, s. 28A (After trial) (X)
- ☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
- ☐ 6. E10 Summary Process Appeal (X)

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)

CODE NO.

TYPE OF ACTION (specify)

TRACK

IS THIS A JURY CASE?

B22

Employment Discrimination (F)

(X) Yes

() No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages or

TORT CLAIMS

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

1. Total hospital expenses \$
2. Total Doctor expenses \$
3. Total chiropractic expenses \$
4. Total physical therapy expenses \$
5. Total other expenses (describe) \$

Subtotal \$ 168,558

B. Documented lost wages and compensation to date

C. Documented property damages to date

D. Reasonably anticipated future medical and hospital expenses

E. Reasonably anticipated lost wages

F. Other documented items of damages (describe)

Damages on reliance count from payment of car lease \$ 11,928

G. Brief description of plaintiff's injury, including nature and extent of injury (describe)

Emotional distress

100,000

TOTAL \$ 340,468

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

A TRUE COPY

Attest:

Maura Paolucci
Deputy Assistant Clerk

12/5/03

TOTAL \$

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules of Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

DATE: 8/28/03

3.1

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:-
TORT - MOTOR VEHICLE TORT - CONTRACT -
EQUITABLE RELIEF OTHER.)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION

NO. 03-01621

A TRUE COPY

Attest: Mag. Rachel
Deputy Assistant Clerk

12/5/03

Robert A. Pillow, Plaintiff(s)

v.
Sonepar Distribution New England, Inc. and
Carl Brand, in his individual capacity, and
Mark Peterson, in his individual capacity, Defendant(s)

RECEIVED & FILED
CLERK OF THE COURTS
NORFOLK COUNTY
11/26/03

SUMMONS

To the above-named Defendant: Carl Brand, 2 Arbella Road, Bedford, MA 01730

You are hereby summoned and required to serve upon Daniel S. O'Connor, Shaevel & Krems, 141 Tremont Street, Boston, MA 02111, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Dedham either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, SUZANNE V. DELVECCHIO, Esquire, at Boston the twenty first day of November, in the year of our Lord two thousand and three

Tristen D. Demilly Clerk.

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:-
TORT - MOTOR VEHICLE TORT - CONTRACT -
EQUITABLE RELIEF OTHER)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION

NO. 03-01621

A TRUE COPY

Attest:

Mary A. Paulin
Deputy Assistant Clerk
12/8/03

Robert A. Pillow
....., Plaintiff(s)

v.
Sonepar Distribution New England, Inc. and
Carl Brand, in his individual capacity, and
Mark Peterson, in his Defendant(s)
..... individual capacity

RECEIVED & FILED
CLERK OF THE COURTS
NORFOLK COUNTY

11/26/03

SUMMONS

To the above-named Defendant: Mark Peterson, 24 Tallard Road, Westford, MA 01886

You are hereby summoned and required to serve upon Daniel S. O'Connor
Shaevel & Krems, 141 Tremont
Street, Boston, MA 02111
plaintiff's attorney, whose address is, an answer to the com-
plaint which is herewith served upon you, within 20 days after service of this summons upon you,
exclusive of the day of service. If you fail to do so, judgment by default will be taken against you
for the relief demanded in the complaint. You are also required to file your answer to the com-
plaint in the office of the Clerk of this court at Dedham either before service upon plaintiff's attorney
or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim
any claim which you may have against the plaintiff which arises out of the transaction or occur-
rence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making
such claim in any other action.

WITNESS, SUZANNE V. DELVECCHIO, Esquire, at Boston the twenty first
day of November, in the year of our Lord two thousand and three

Walter D. Lemmety Clerk.

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption.
If a separate summons is used for each defendant, each should be addressed to the particular defendant.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

11/28/03
RECEIVED & FILED
CLERK OF THE COURTS
NORFOLK COUNTY

SUPERIOR COURT
CIVIL ACTION

NO. 03-01621

Robert A. Pillow

Plaintiff(s)

A TRUE COPY

Attest: Mary C. Sade
Deputy Assistant Clerk
12/5/03

Sonepar Distribution New England, Inc, and
Carl Brand, in his individual capacity, and
Mark Peterson, in his individual capacity, Defendant(s)

SUMMONS

To the above-named Defendant: Sonepar Distribution New England, Inc.
135 Will Drive, Canton, MA 02021

You are hereby summoned and required to serve upon Daniel S. O'Connor, plaintiff's attorney, whose address is Shaevell & Krems, 141 Tremont Street, Boston, MA 02111, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Dedham either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, SUZANNE V. DELVECCHIO, Esquire, at Boston the twenty first
November day of , in the year of our Lord two thousand and three

Walker D. Dymally Clerk.

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

**CIVIL ACTION
COVER SHEET**

DOCKET NO.(S)

Trial Court of Massachusetts
Superior Court Department
County: 

PLAINTIFF(S)

Robert A. Pillow

DEFENDANT(S)

Sonepar Distribution New England, Inc.
Carl Brand

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE

William B. Shaevel and Daniel S. O'Connor
Shaevel & Krens
141 Tremont St., Boston, MA 02111
Board of Bar Overseers number: 452840 and 634218

Mark Peterson

ATTORNEY (If known)

James Bucci
Spector, Gaden & Rosen, P.C.
Seven Penn Center
Philadelphia, PA 19103

Origin code and track designation

Place an x in one box only:

- | | |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> 1. F01 Original Complaint | <input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 37 & 104 (After trial) (X) |
| <input type="checkbox"/> 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F) | <input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X) |
| <input type="checkbox"/> 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X) | <input type="checkbox"/> 6. E10 Summary Process Appeal (X) |

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)

CODE NO.

TYPE OF ACTION (specify)

TRACK

IS THIS A JURY CASE?

B22 Employment Discrimination (F) (X) Yes () No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

Documented medical expenses to date:

- | | | |
|------------------------------------|----|--|
| 1. Total hospital expenses | \$ | |
| 2. Total Doctor expenses | \$ | |
| 3. Total chiropractic expenses | \$ | |
| 4. Total physical therapy expenses | \$ | |
| 5. Total other expenses (describe) | \$ | |

Subtotal \$ 168,558

Documented lost wages and compensation to date

Documented property damages to date

Reasonably anticipated future medical and hospital expenses

Reasonably anticipated lost wages

Other documented items of damages (describe)

Damages on reliance count from payment of car lease \$ 11,928

Brief description of plaintiff's injury, including nature and extent of injury (describe)

Emotional distress

00,000

TOTAL \$ 40,468

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

TOTAL \$

LEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

DATE 8/20/03

Commonwealth of Massachusetts
County of Norfolk
The Superior Court

CIVIL DOCKET # NOCV2003-1 1621

RE: Pillow v Sonepar Distribution New England Inc et al

TO: Daniel S O'Connor, Esquire
Shaevel & Krems
141 Tremont Street
Boston, MA 02111

TRACKING ORDER - F TRACK

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

Service of process made and return filed with the Court	11/27/03
Response to the complaint filed (also see MRCP 12)	01/28/04
All motions under MRCP 12, 19, and 20 filed	01/26/04
All motions under MRCP 15 filed	01/26/04
All discovery requests and depositions completed	01/26/04
All motions under MRCP 56 filed and heard	06/24/04
Final pre-trial conference held and/or firm trial date set	07/24/04
Case disposed	08/23/04
	10/22/04

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to session B sitting in CtRm 3 Norfolk Superior Court.

Dated: 09/03/2003

BY:

Walter F. Timilty,
Clerk of Court

Assistant Clerk

Location: CtRm 3
Telephone: (781) 326-1600